RE CODE TRANSFER # 200407794 CROW WING () FILED DELINQUENT CERTIFICATE OF REAL ESTATE VALUE () REQUIRED (Z CURRENT TAX CERTIFICATION 10000 RADOOCH ROOCAHOOOOO NOT REQUIRED BANSFER ENT) NOT REQUIRED 1195

> Office of County Recorder County of Crow Wing, MN 0734636

RETURN TO

Date:		Individual Seller	
7 August 2006			Dead Total act Lot Dead
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	(10) 3 mones Reserved for Recording Data) Minnesota Uniform Conveyancing Blanks (2000)	Miller/Davis Co. © St. Paul, MN 651-642-1988	

M. Thiesse, his wite Seller (whether one or more), and City of Brainerd, a municipal corporation, THIS CONTRACT FOR DEED ("the Contract") is made on the above date by Harold A. Thiesse and Alvina

if joint tenancy).

Purchaser (whether one or more) (check box
Seller and Purchaser agree to the following terms:
PROPERTY DESCRIPTION. Seller hereby sel Crow Wing Seller hereby sells, County, Minnesota, described as and Purchaser hereby buys, real follows: property in

South half of Northwest quarter (S½ NW¼) of Section Six (6), Township Forty-four (44), Range Thirty (30) less that part thereof described on Schedule A attached to and made a part hereof,

Seller check applicable box: together with all hereditaments and appurtenances belonging thereto ("the Property"). Unless otherwise specified, Seller hereby delivers possession of the Property to Purchaser on the date hereof.

- The Seller certifies that the seller does not know of any wells on the described real property. A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

 TITLE. Seller warrants that title to the Property is, on the date of this Contract, subject only to the following
- **(** (a) Covenants, conditions, restrictions (without effective forfeiture provisions) and declarations of record, if any; Reservations of minerals or mineral rights by the State of Minnesota, if any; Utility and drainage easements which do not interfere with present improvements;

- Applicable laws, ordinances and regulations;
 The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant

Existing public roads. (f) The following liens or encumbrances: RECEIVED () NOT REQUIRED (WELL CERTIFICATE

- ω DELIVERY OF DEED AND EVIDENCE OF TITLE. Seller shall: Upon Purchaser's full performance of this Contract,
- following exceptions: Execute, acknowledge and deliver to Purchaser a Deed, in recordable form, conveying marketable title to the Property to Purchaser, subject only Warranty ರ the
- Liens, encumbrances, adverse claims or Those exceptions referred to in paragraph 2(a), (b), (c), (d) and (e) of this Contract; Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted
- (iii) The following liens or encumbrances: to accrue after the date of this Contract; and

⁽b) Deliver to Purchaser the abstract of title to the Property, without further extension, to the extent required by the purchase agreement (if any) between Seller and Purchaser.

PURCHASE PRICE. Purchaser shall pay to Seller, at their order

sum of Six Hundred Ninety-six Thousand and no/100

purchase price remaining from time to time at 5% a year, said annual installments to apply first to interest and the of August of each year, beginning with \$128,606.77 on 7 August 2007, with interest on the unpaid balances of the and the balance of \$696,000.00 3696,000.00), as and for the purchase price (the "Purchase Price") for the Property, payable as follows:
200 at the time of the making of this contract, the receipt and sufficiency of which is hereby acknowledged,
the balance of \$556,800 payable in five equal annual installments of \$128,606.77 each payable on the 7th day

- S paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments paid pursuant to this Contract or change the amount of such installments. PREPAYMENT. Unless otherwise provided in this Contract, Purchaser shall have the right to fully or partially prepay this Contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this Contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be
- 9 and payable in the year in which this Contract is dated shall be paid as follows: The real estate taxes payable in 2006 shall be pro rated as of the date of closing. REAL ESTATE TAXES AND ASSESSMENTS

in full. If the Property is subject to a recorded declaration providing the assessments to be levied any owners' association, Purchaser shall promptly pay, when due, all assessments imposed by the other governing body as required by the provisions of the declaration or other related documents. Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in all subsequent years. Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the year preceding the year in which this Contract is dated are paid levied against the owners' Property by

7. PROPERTY INSURANCE

- improvements or fixtures extended coverage insurance policy, including, without limitation, vandalism, malicious mischief, burglary, theft and, if applicable, steam boiler explosion. Such insurance shall be in an amount no less than the full replacement cost of the ED RISKS AND AMOUNTS. Purchaser shall keep all buildings, improvements and fixtures now or later on or a part of the Property insured against loss by fire, lightning and such other perils as are included in a "all-risk" endorsement, and against loss or damage by all other risks and hazards covered by a standard are located in a federally designated flood prone area, and if flood insurance is available deduction for physical depreciation. If any of the
- that area, Purchaser shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.

 OTHER TERMS. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchaser or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.
 NOTICE OF DAMAGE.
- give notice of such damage to Seller and the insurance company In the event of damage to the Property by fire or other casualty, Purchaser shall promptly

∞ DAMAGE TO THE PROPERTY

- (b) PURCHASER'S ELECTION TO REBUILD. paid as provided in this Contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance of APPLICATION OF INSURANCE PROCEEDS. proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid, unless Purchaser makes a permitted election described in next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be shall be the property of Purchaser If the Property is damaged by fire or other casualty, the insurance
- Repairs as soon as reasonably possible and in a good and workmanlike manner, and in any event the Repairs shall be deposited by Purchaser into such escrow before the commencement of the construction disbursement procedures. The costs incurred or to be business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchaser. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the Repairs are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchaser, Seller and or are insufficient to pay the cost of sufficient additional money to insure the full payment for the Repairs. Purchaser shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance insufficient for the Repairs, Purchaser shall before the communication of the research insurance proceeds into such escrow. If such insurance insufficient for the Repairs, Purchaser shall before the communication of the research insurance insurance insurance proceeds into such escrow. otherwise, Purchaser may elect to have that portion of such insurance proceeds necessary to repair, replace or restore such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require damaged Property (the "Repairs") deposited in escrow with a bank or title insurance company All escrowed funds shall be disbursed Repairs, Purchaser shall, before the the Repairs, Purchaser shall at all times be responsible to pay the full cost of the If Purchaser is not in default under this Contract, or after curing any by the commencement of the escrowee in accordance incurred on account of such escrow shall Even if the insurance proceeds are unavailable Repairs. Purchaser shall complete the Repairs, deposit into such escrow with generally

Repairs, there remains any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchaser under this Contract in accordance with paragraph 8 (a) above.

OWNERS' ASSOCIATION If the property is contracted as a paragraph 8 (b) above. completed by Purchaser within one year after the damage occurs.

<u>c</u> OWNERS' ASSOCIATION. If the property is subject to a recorded declaration, so long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in insurance coverage on the Property is satisfied; (ii) Purchaser's obligation in this Contract to maintain hazard application of insurance proceeds shall be superseded by the provisions of the declaration or other related documents; and (iii) in the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchaser are hereby assigned and shall be paid to Seller casualty loss to the Property, any such proceeds payable to Purchaser are hereby assigned and shall be paid to for application to the sum secured by this Contract, with the excess, if any, paid to Purchaser.

9. INJURY OR DAMAGE OCCURRING ON THE PROPERTY

- arising out of any such injuries. However, Purchaser shall have no liability or obligation to Seller for such injuries date of this Contract to any person or persons or property while on or about the Property. Purchaser shall defend and indemnify Seller from all liability, loss, cost and obligations, including reasonable attorneys' fees, on account of or Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the
- which are caused by the negligence or intentional wrongful acts or omissions of Seller. LIABILITY INSURANCE. Purchaser shall, at Purchaser's own expense, procure LIABILITY INSURANCE. Purchaser shall, at Purchaser's own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.
- 10. duplicate original or certificate of such insurance policy or policies. amount remains unpaid under this Contract. The insurance Minnesota and acceptable to Seller. 7 and 9 of this Contract shall be issued by an insurance company or companies licensed to do business in the finnesota and acceptable to Seller. The insurance shall be maintained by Purchaser at all times while any nains unpaid under this Contract. The insurance policies shall provide for not less than ten days written notice efore cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to Seller a GENERALLY The insurance which Purchaser is required
- installments to be paid pursuant to this Contract or change the amount of such installments. The balance, if any, shall be eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid. Such amounts shall be applied in the same manner as a CONDEMNATION. If all or any part of the Property is taken in condemnation proceedings instituted under power of as provided in paragraph 5 of this Contract. Such payment shall not postpone the
- 12 WASTE, REPAIR AND LIENS. Purchaser shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchaser commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchaser shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens
- 13 COMPLIANCE WITH LAWS. Except for matters which Seller has created, suffered or permitted to exist prior to the date of this Contract, Purchaser shall comply or cause compliance with all laws and regulations of any governmental authority which affect the Property or the manner of using or operating the same, and with all restrictive covenants, if

14.

- office of the county recorder or registrar of titles in the county in which the Property is located within four (4) months after the date hereof. Purchaser shall pay any penalty imposed under Minnesota Statutes Section 507.235 for failure to timely record the Contract. Seller shall, upon Purchaser's full performance of this Contract, pay the deed tax due upon the recording of the deed to be delivered by Seller RECORDING OF CONTRACT; DEED TAX. Purchaser shall, at Purchaser's expense,
- 15 shall promptly furnish a copy of such assignment to the non-assigning party. NOTICE OF ASSIGNMENT. If either Seller or Purchaser assigns their interest in the Property, the assigning party

16.

- contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser. shall be payable at once, with interest at the rate stated in paragraph 4 of this Contract, as an additional amount due contract for deed, lien or encumbrance against the Propagation. Contract from the provided Purchaser is not in default under this Contract, Seller shall timely pay all amounts due thereon, and if Seller or fails to perform any of Purchaser's obligations as set forth in this Contract, same or cause the same to be performed, or both, and the amounts so paid by PROTECTION OF INTERESTS. Purchaser may, at Purchaser's option, pay any such delinquent amounts or take any actions reasonably ure defaults thereunder and deduct the amounts so paid together with interest at the rate provided in this payments next coming due under this Contract If Purchaser fails to pay any sum of money required under the terms of this Contract
- under this Contract by Purchaser shall then cease and terminate, and all improvements made upon the Property and all other remedy available declare this Contract cancelled and terminated by notice DEFAULT AND REMEDIES. Contract. If Purchaser fails to timely perform any ancelled and terminated by notice to Purchaser in accordance with applicable law or elect any at law or in equity. If Seller elects to terminate this Contract, all right, title and interest acquired The time of performance by Purchaser of the terms of this Contract is an essential part term of this Contract, Seller may, at Seller's option,

17.

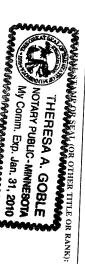
remedy or remedies thereafter. payments made by Purchaser pursuant to this Contract (including escrow payments, if any) shall belong to Seller as liquidated damages for breach of this Contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this Contract forfeited by reason of any breach shall of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default purchaser shall be entitled to possession of the Property until the expiration of such period. Failure by Seller to exercise more remedies available under this paragraph 17 shall not constitute a waiver of the right to exercise such

- 8. in interest. BINDING EFFECT. The terms of this Contract shall run with the land and bind the parties hereto and their successors
- 20. HEADINGS. Headings of the paragraphs of this contract are the contents of such paragraphs. for convenience only and do not define, limit or construe

19.

ADDITIONAL TERMS: Check here | if an Addendum to Contract for Deed containing additional terms and

by Harold A. Thiesse and Alvina M. Thiesse, his wife STATE OF MINNESOTA COUNTY OF Alvina M. Thiesse SELLER(S) This instrument was acknowledged before me on the old A. Thiesse fuild may 1 and By CITY PURCHASER(S) Its DANIEL day of August, 2006 Date 밁 Buc JAMES BRAINERD ALLIN CITY MAYOR B ADMINISTRATOR



TURE OF NOTARY PUBLIC OR OTHER OFFICIAL

STATE OF MINNESOTA Monney Markey

This instrument was acknowledged before me on the day of August, 2006,

COUNTY OF

Crow Wing

by James & Wallin and Depre Juggingers respectively, on behalf of the City of Brainerd, a municipal corporation , the Mayor

and City Adminishator

THERESA A NOTARY PUBLIC. NOTARY PUBLIC-MINNESOTA My Comm. Exp. Jan. 31, 2010

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS);

Little Falls, Minnesota MICHAEL P. PERRY 100 First Street Southeast

> SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL Ma P

Check here if part or all of the land is Registered (Torrens)

Tax Statements for the real property described in this instrument should be sent to: (include name and address)

City of Brainerd

Brainerd, Minnesota 501 Laurel Street

56401

(EXEMPT)

FAILURE TO RECORD THIS CONTRACT FOR PURCHASERS' INTEREST IN THE PROPERTY DEED MAY GIVE OTHER PARTIES PRIORITY OVER

20. ADDITIONAL TERMS.

A. If the City of Brainerd sells any lot(s), Sellers agree to convey said lot(s) to the City of Brainerd so it can complete the sale. At the time the sixth and successive lots are sold in any calendar year and conveyed to the City of Brainerd, an additional sum of \$9,000 on said lot shall be paid to apply on the contract for deed, beginning with the last payment in inverse order.

Schedule "A" Legal Description

(SWI/4-NWI/4), Section 6. Township 44, Range 30. Crow Wing County, Minnesota, described as follows: Beginning at the West Quarter corner of bearing based on the Crow Wing County Coordinate Database NAD 83/94, the West 312.00 feet of said SWI/4-NWI/4 to the east line of minutes 45 seconds West 278.24 feet along said east line of the SwI/4-NWI/4 to the north line of the West feet of said SWI/4-NWI/4; thence North 87 degrees 42 minutes 14 seconds West 312.27 feet along said north line of the Swath 278.00 seconds West 312.27 feet along said north line of the South 278.00 seconds West 312.27 feet along said north line of the South 278.00 seconds West 312.27 feet along said north line of the South 278.00 feet south 00 degrees 05 minutes 45 seconds East 278.24 feet along said right of way of County State Aid Highway No. 45 (C.S.A.H. No. 45). That part of the Southwest Quarter of the Northwest

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cost of the Boundary and Wetland Delineation. The resulting amo to be paid by the Buyer for the down payment will be \$136,700.00 THIS FORM CANNOT BE RECORDED INDEPENDENTLY. IT MUST BE ATTACHED TO A CONTRACT FOR DEED.	in accordance with Minnesota Statutes Section 559.21, as the same ma ically waives any right it may have to commence an action for the spe any right it may have to seek an award of damages against Purchaser. ADDITIONAL PROVISIONS. By mutual agreement nent due to Sellers at the time of experiments and the second seco	collect all amounts due hereunder. Purchaser shall have the right to reinstate this Contract at any tin of the date of reinstatement; (ii) cures any other defaults existing under this Contract at any tin and (iii) pays all expenses incurred by Seller in enforcing this Contract, including, but not limited to, Contract when all amounts due hereunder for the Property in the manner required by Pan NONRECOURSE OBLIGATION. Notwithstanding any other provision contained in this Contract.	applicable law. Purchaser hereby agrees to indemnif demands, actions, causes of action, liabilities or rights stances, or products, it being understood and agreed the or the delivery of a deed pursuant to the terms hereof. ALTERNATIVE ACCELERATION REMEDY. If Purchased elect, on thirty (30) days' written notice given to	replacements of the Property having an aggregate cost in excess of \$	assessments and insurance premiums with respect to the Property (or such other amount as Seposit under any underlying encumbrance on the Property). The amount of such taxes, special insurance premiums, when unknown, shall be estimated by Seller. Such deposit shall be used by Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts and such real estate taxes, special assessments and insurance premiums with respect to the Proso paid from payments next coming due under this Contract. If the balance deposited with Seller is Seller upon written demand. PROPERTY IMPROVEMENTS. Except for work reasonably necessary to permit Purchaser Purchaser's obligations under this Contract.	Contract, or the Property, or any part thereof or if Purchaser is an entity, the controlling interest is the transfered without the written consent of Seller, which consent shall be granted or withhele iton of Seller which consent shall not be unreasonably withheld or delayed by Seller (check each payment, an amount represent the payments of principal and interest, Purchaser shall denote each payment, an amount represent the payments of principal and interest, Purchaser shall denote each payment, an amount represent the payments of principal and interest, Purchaser shall denote the payment.	LATE PAYMENT FEE. If any pare Purchaser shall additionally pay to amount of the delinquent payment. TRANSFER RESTRICTIONS D.	The terms and conditions contained in the Addendum shall supersede any conflicting provisions contained provisions checked in the "Yes" column below shall be included in and be a part of this Addendum.	THIS ADDENDUM TO August larold A. Thiesse City of Brair	CONTRACT FOR DEED ADDENDUM
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share of the sulting amount \$136,700.00. unchanged. TACHED TO A	- S: ∩ =: = "	collect all amounts due hereunder. Purchaser shall have the right to reinstate this Contract at any time before entry of final judgment against Purchaser for amounts due hereunder if Purchaser in full and commence an action against Purchaser to of the date of reinstatement; (ii) cures any other defaults existing under this Contract at any time before entry of and (iii) pays all expenses incurred by Seller in enforcing this Contract, including, but not limited to, reasonable attorneys' fees and costs. Seller shall deliver the deed for the Property in the manner required by Paragraph 3 of this NONRECOURSE OBLIGATION. Notwithstanding any other provision contained in this Contract to the contrary if	applicable law. Purchaser hereby agrees to indemnify, defend and hold Seller harmless from any and all claims, demands, actions, causes of action, liabilities or rights which may be asserted against Seller with respect to such substances, or products, it being understood and agreed that this obligation will survive the cancellation of this Contract ALTERNATIVE ACCELERATION REMEDY. If Purchaser fails to timely perform any term of this Contract, Seller may elect, on thirty (30) days' written notice given to Purchaser fails to timely perform any term of this Contract, Seller	replacements of the Property having an agent, a uchaset shall not hire or perform any repairs or improvements to or written consent of Seller. Purchaser will not cause or permit any mechanics' liens to be recorded against the Property. Purchaser agrees to defend, indemnify and hold Seller harmless from any loss, damage or expense incurred by Seller with respect to any party asserting a mechanics' lien claim, it being understood and agreed that this undertaking shall HAZARDOUS SUBSTANCES. Purchaser shall not bring, store, generate or treat hazardous wastes or substance.	assessments and insurance premiums with respect to the Property (or such other amount as Seller is required to insurance premiums, when unknown, shall be estimated by Seller. Such deposit shall be used by Seller to pay real Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts and deduct the amounts such real estate taxes, special assessments and insurance premiums with respect to the Property when due. If so paid from payments next coming due under this Contract. If the balance deposited with Seller is insufficient to pay such real estate taxes, special assessments and insurance premiums when due, Purchaser shall pay the deficiency to PROPERTY IMPROVEMENTS. Except for work reasonably necessary to permit Purchaser to comply with	Contract, or the Property, or any part thereof or if Purchaser is an entity, the controlling interest in Purchaser may not sell, assign or otherwise transfer Purchaser's interest in this be transfered without the written consent of Seller, \(\subseteq \) which consent shall be granted or withheld in the sole discretion of Seller \(\subseteq \) which consent shall not be unreasonably withheld or delayed by Seller (check one). ESCROWS. In addition to the monthly payments of principal and interest, Purchaser shall deposit with Seller \(\)	the date when due, percent (4%) of the	Purchaser. Contract. Only those	CONTRACT FOR DEED is attached to and made a part of a certain Contract for Deed dated and Alvina M. Thiesse, his wife, erd, a municipal corporation wife, Sellers	Minnesota Uniform
he unt	ים בייאו	E T F BS OF F	er et op 138, ith	or ior ler	cial scial and and real real st. If mts pay / to	this / not ;cre-	due, f the	naser. those	Deed dated , between	iform 2000)

RE CODE: TRANSFER # 2000/19 CROW WING NO DECINQUENT TAXES. T FILED CERTIFICATE OF REAL ESTATE VALUE "DOOR" LOOOCH SOCHOOCH) REQUIRED (1) CURRENT TAX CERTIFICATION 24000000 NOT REQUIRED BANSFER ENT) NOT REQUIRED

> I hereby certify that the within instrument in this office for record on the o'clock A.B. and was duly recorded as Doc. No. Office of County Recorder County of Crow Wing, MN County Recorder

RETURN TO

Individual Seller 54-M--Contract For Deed

(Top 3 inches Reserved for Recording Data)

Miller/Davis Co. © St. Paul, MN 651-642-1988 Minnesota Uniform Conveyancing Blanks (2000)

Date:

7 August 2006

Purchaser (whether one or more) (check box | if Seller and Purchaser agree to the following terms:

1. PROPERTY DESCRIPTION. Seller hereby sel if joint tenancy).

Seller (whether one or more), and City of Brainerd, a municipal corporation, M. Thiesse, his wife THIS CONTRACT FOR DEED ("the Contract") is made on the above date by Harold A. Thiesse and Alvina

Wing County, Minnesota, described as follows: sells, and Purchaser hereby buys, real property

that part thereof described on Schedule South half of Northwest quarter (S½ NW¼) of Section Six (6), Township Forty-four (44), Range Thirty A attached to and made a part hereof (30) less

together with all hereditaments and appurtenances belonging thereto ("the Property"). Unless otherwise Seller hereby delivers possession of the Property to Purchaser on the date hereof. Seller check applicable box: specified,

A well disclosure certificate accompanies this document.

I am familiar with the property described in this instrument and I certify that the status and number of wells on

TITLE. Seller exceptions: described real property have not changed since the last previously warrants that title to the Property is, on the date of this Contract, subject only to the filed well disclosure certificate following

<u>C</u>

(a)

3 Covenants, conditions, restrictions (without effective forfeiture provisions) and declarations of record, if any; Reservations of minerals or mineral rights by the State of Minnesota, if any; Utility and drainage easements which do not interfere with present improvements;

The lien of real estate

to paragraph 6 of this Contract; and taxes and installments of special assessments which are payable by Purchaser pursuant

Existing public roads The following liens or encumbrances:

RECEIVED () NOT REQUIRED WELL CERTIFICATE

(a) DELIVERY OF DEED AND EVIDENCE OF TITLE. Seller shall: Upon Purchaser's full performance of this Contract,

following exceptions: Execute, acknowledge and deliver to Purchaser a Deed, in recordable form, conveying marketable title to the Property to Warranty Purchaser, subject only Ö the

Those exceptions referred to in paragraph 2(a), (b), (c), (d) and (e) of this Contract; Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this Contract; and

None (iii) The following liens encumbrances:

(b) Deliver to Purchaser the abstract of title to the Property, without further extension, to the extent required by between Seller and Purchaser.

4. PURCHASE PRICE. Purchaser shall pay to Seller, at their order.

\$139,200 at the time of the making of this contract, the receipt and sufficiency of which is hereby acknowledged, and the balance of \$556,800 payable in five equal annual installments of \$128,606.77 each payable on the 7th day of August of each year, beginning with \$128,606.77 on 7 August 2007, with interest on the unpaid balances of the the sum of Six Hundred Ninety-six Thousand and no/100 purchase price remaining from time to time at 5% a year, said annual installments to apply first to interest and the to the purchase price

- S paid pursuant to this Contract or change the amount of such installments paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to under this Contract, including unpaid accrued interest, and the balance shall be applied to the principal installments PREPAYMENT. Unless otherwise provided in this Contract, Purchaser shall have the right to fully or partially prepay this Contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due
- shall be pro rated as of the date of closing REAL ESTATE TAXES AND ASSESSMENTS. Real estate taxes and installments of special assessments which are due and payable in the year in which this Contract is dated shall be paid as follows: The real estate taxes payable in 2006

in full. If the Property is subject to a recorded declaration providing the assessments to be levied against the any owners' association, Purchaser shall promptly pay, when due, all assessments imposed by the owners' as other governing body as required by the provisions of the declaration or other related documents. Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in all subsequent years. Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the year preceding the year in which this Contract is dated are paid Property by

7. PROPERTY INSURANCE.

(a) INSURED RISKS AND AMOUNTS. Purchaser shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, lightning and such other perils as are included in a standard "all-risk" endorsement, and against loss or damage by all other risks and hazards covered by a standard extended coverage insurance policy, including, without limitation, vandalism, malicious mischief, burglary, theft and, if applicable actions to the first participation of the improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available improvements and fixtures, , steam boiler explosion. Such insurance shall be in an amount no less than the full replacement without deduction for physical depreciation.

that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called that area, Purchaser shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.

OTHER TERMS. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchaser or Seller, and

(c) NOTICE OF DAMAGE. In the event of damage to the Property by fire or other casualty, Purchaser shall promptly give notice of such damage to Seller and the insurance company.

DAMAGE TO THE PROPERTY

insurance proceeds, if any, shall be the property of Purchaser (b) PURCHASER'S ELECTION TO REBUILD. If Purchaser is (a) APPLICATION OF INSURANCE PROCEEDS. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid, unless Purchaser makes a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this Contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance of

deposited by Purchaser into such escrow before the commencement of the Repairs. Purchaser shall complete the or are insufficient to pay the cost of the Repairs, Purchaser shall at all times be responsible to pay the full cost of the sufficient additional money to insure the full payment for the Repairs. construction disbursement procedures. approval Seller shall not unreasonably election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the Repairs are approved by Seller, which such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchaser may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the "Repairs") deposited in escrow with a bank or title insurance company qualified to do in the State of Minnesota, or such other party as may be jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are ELECTION TO REBUILD. If Purchaser is not in default under this Contract, or after curing any reasonably possible and in a good and workmanlike manner, and in any event the Repairs shall be Repairs, funds shall be disbursed Purchaser shall, before the withhold or delay. If such a permitted election is made by Purchaser, Seller and The costs incurred or to be incurred on account of such escrow shall by the commencement of escrowee mutually agreeable to Seller and Purchaser. in accordance nent of the Repairs, deposit into such escrow Even if the insurance proceeds are unavailable with generally accepted sound

by Purchaser under this Contract in accordance with paragraph 8 (a) above completed by Purchaser within one year after the damage occurs. If, following the completion of and payment for the Repairs, there remains any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable

casualty loss to the Property, any such proceeds payable to Purchaser are hereby assigned and shall be paid to Seller for application to the sum secured by this Contract, with the excess, if any, paid to Purchaser. application of insurance proceeds shall be superseded by the provisions of the declaration or other related documents. maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amount as are required by this Contract, then (i) Purchaser's obligation in this Contract to maintain hazard insurance coverage on the Property is satisfied; (ii) the provisions of paragraph 8(a) of this Contract regarding ASSOCIATION. If the property is subject to a recorded declaration, so long as the owners' association event of a distribution of insurance proceeds in lieu of

9. INJURY OR DAMAGE OCCURRING ON THE PROPERTY

- (a) LIABILITY. LIABILITY INSURANCE. which are caused by the negligence or intentional wrongful acts or omissions of Seller. arising out of any such injuries. date of this Contract to any person or persons or property while on or about the Property. Purchaser shall defend and indemnify Seller from all liability, loss, cost and obligations, including reasonable attorneys' fees, on account of or Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the However, Purchaser shall have no liability or obligation to Seller for such injuries
- satisfactory to Seller and naming Seller as an additional insured against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably Purchaser shall, at Purchaser's own expense, procure and maintain liability insurance
- <u>.</u> duplicate original or certificate of such insurance policy or policies. amount remains unpaid under this Contract. The insurance policies shall provide for not less than ten days written notic to Seller before cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to Seller paragraphs 7 and 9 of this Contract shall be issued by an insurance State of Minnesota and acceptable to Seller. The insurance shall INSURANCE GENERALLY. The insurance which Purchaser is required company or companies licensed company or companies licensed to do business in the be maintained by Purchaser at all times while any to procure and maintain pursuant
- CONDEMNATION. If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid. Such amounts shall be applied in the same manner as a installments to be paid pursuant to this Contract or change the amount of such installments. The balance, prepayment, as provided in paragraph 5 of this Contract. Such payment shall not postpone the if any, shall date the
- or later located on or a part of the Property, nor shall Purchaser commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchaser shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens , REPAIR AND LIENS. Purchaser shall not remove or demolish any buildings, improvements or fixtures now
- 3 any, affecting title to the Property or the use thereof. COMPLIANCE WITH LAWS. Except for matters which Seller has created, suffered or permitted to exist prior to the date of this Contract, Purchaser shall comply or cause compliance with all laws and regulations of any governmental authority which affect the Property or the manner of using or operating the same, and with all restrictive covenants, if
- 4 the recording of the deed to be delivered by Seller. office of the county recorder or registrar of titles in the county in which the Property is located within four (4) months after the date hereof. Purchaser shall pay any penalty imposed under Minnesota Statutes Section 507.235 for failure to timely record the Contract. Seller shall, upon Purchaser's full performance of this Contract, pay the deed tax due upon RECORDING OF CONTRACT; DEED TAX. Purchaser shall, at Purchaser's expense, record this Contract in the
- 15. shall promptly furnish a copy of such assignment to the non-assigning party. NOTICE OF ASSIGNMENT. If either Seller or Purchaser assigns their interest in the Property, the assigning party

16

- fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts or take any actions reasonably necessary to cure defaults thereunder and deduct the amounts so paid together with interest at the rate provided in this provided Purchaser is not in default under this Contract, Seller shall timely pay all amounts due thereon, and if Seller contract for deed, lien or Seller under or fails to perform any of Purchaser's obligations as set forth in this Contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance PROTECTION OF INTERESTS. payable at once, with interest at the rate stated in paragraph 4 of this Contract, as an from the payments next coming due under this Contract this Contract. If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mort deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser If Purchaser fails to pay any sum of money required under the terms of this Contract ser's obligations as set forth in this Contract, Seller may, at Seller's option, pay the additional amount due any mortgage,
- of this Contract. If Purchaser fails to timely perform any term of this Contract, Seller may, at Seller's option, elect to declare this Contract cancelled and terminated by notice to Purchaser in accordance with applicable law or elect any under this Contract by DEFAULT AND REMEDIES. Purchaser shall then cease and terminate, and all improvements made upon the Property and all at law or in equity. If Seller elects to terminate this Contract, all right, title and interest acquired The time of performance by Purchaser of the terms of this Contract is an essential part

17.

payments made by Purchaser pursuant to this Contract (including escrow payments, if any) shall belong to Seller as liquidated damages for breach of this Contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this Contract forfeited by reason of any breach shall of time shall be valid unless agreed to in writing. After service of notice of default subsequently occurring, and no extension within the period allowed by law, Purchaser shall, upon demand, surrender possession of the Property to Seller, but one or more remedies available under this paragraph 17 shall not constitute a waiver of the right to exercise such

- 18. BINDING EFFECT. The terms of this Contract shall run with the land and bind the parties hereto and their successors
- the contents of such paragraphs. HEADINGS. Headings of the paragraphs of this contract are for convenience only and do not define, limit or construe

19.

	.07
conditions is attached hereto:	20. ADDITIONAL TERMS: Check here ✓ if
and terms and	an Addendum to Contract for Dead containing additions

This instrument was acknowledged before me on the day of by James & Wallin and Daniel Glock respectively, on behalf of the City of Brainerd, a municipal corporation	STATE OF MINNESOTA COUNTY OF Crow Wing ***	THERESA A. GOBLE NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK): THERESA A. GOBLE NOTARY PUBLIC-MINNESOTA MY COMM. Exp. Jan. 31, 2010	This instrument was acknowledged before me on the by Harold A. Thiesse and Alvina M. Thiesse, his wife	STATE OF MINNESOTA COUNTY OF Crow Wine 3.55		Harold A. Thiesse Alvina M. Thiesse	SELLER(S)	
nefore me on the day of August, 2006, and Dan sel Glost, the Mayor and Othy Adminstration		SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL	// day of August, 2006, Date	Its DANIEL/J. NOGT, CITY ADMINISTRATO	and)), , ,) () () () () () () ()	CITY OF BRAINERD By Jones & Missley	PURCHASER(S)	

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

My Comm. Exp. Jan. 31, 2010 **MANAGORANANANANANANA**

THERESA A. GOBLE NOTARY PUBLIC-MINNESOTA

MICHAEL P. PERRY Little Falls, Minnesota 100 First Street Southeast

> Tax Statements for the real property described in this instrument should be sent to: Check here if part or all of the land is Registered (Torrens) SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

501 Laurel Street City of Brainerd

Brainerd, Minnesota 56401

(EXEMPT)

FAILURE TO RECORD THIS CONTRACT FOR DEED MAY GIVE OTHER PARTIES PRIORITY OVER PURCHASERS' INTEREST IN THE PROPERTY.

20. ADDITIONAL TERMS.

A. If the City of Brainerd sells any lot(s), Sellers agree to convey said lot(s) to the City of Brainerd so it can complete the sale. At the time the sixth and successive lots are sold in any calendar year and conveyed to the City of Brainerd, an additional sum of \$9,000 on said lot shall be paid to apply on the contract for deed, beginning with the last payment in inverse order.

Schedule "A" Legal Description

west line of the s right of way of C Subject to other bearing based on the Crow Wing County Coordinate Database NAD 83/94, 312.27 feet along the south line of said SW1/4-NW1/4 to the east line of the West 312.00 feet of said SW1/4-NW1/4; thence North 00 degrees 05 312.00 feet of the SW1/4-NW1/4 to the north line of the West 312.00 feet of said SW1/4-NW1/4 to the north line of the South 278.00 seconds West 312.27 feet along said north line of the South 278.00 feet South 00 degrees 05 minutes 45 seconds East 278.24 feet along said SW1/4-NW1/4; thence (SW1/4-NW1/4), Section 6, Town Minnesota, described as follows: said Section 6, thence South 87 (SW1/4-NW1/4),That part of the of the SW1/4-NW1/ way of County State easements, reservations Southwest Quarter of the Northwest Quarter Section 6, Township 44, Range 30, Crow Wing County, sed as follows: Beginning at the West Quarter corner nence South 87 degrees 42 minutes 14 seconds East, /4 to Aid Highway No. the point of beginning. Subject to the Highway No. 45 (C.S.A.H. No. 45). vations or restrictions of record, if any. of of

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cos to 1 All All ORM	H. Pa De	Ω	.T	ti L		,	× -	X		ions a	THIS AI	TRA
t of the Boundary and Wetland Delineation. The be paid by the Buyer for the down payment will be other terms of the Contract for Deed shall remarked the Contra	ADDITIONAL PROVISIONS. By mutual agreement of the parties, the downed shall be reduced at the time of execution of the Contract of the downed shall be reduced at the time of execution of the Contract			·	with respect to any party asserting a mechanics' lien claim, it being understood and agree survive cancellation of this Contract or the delivery of a deed purposet to the survive cancellation of this Contract or the delivery of a deed purposet to the survive cancellation of this Contract or the delivery of a deed purposet to the survive cancel action.		assessments and insurance premiums with respect to the Property (or such other amount as Seller is required to insurance premiums, when unknown, shall be estimated by Seller. Such deposit shall be used by Seller to the Property). The amount of such taxes, installments of special estate taxes, installments of special assessments and estate taxes, installments of special assessments and insurance premiums with respect to the Property Seller to pay real Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts and deduct the amounts such real estate taxes, special assessments and insurance premiums with respect to the Property when due. If so paid from payments next coming due under this Contract. If the balance deposited with Seller is insufficient to pay Seller upon written demand.	Contract, or the Property, or any part thereof or if Purchaser is an entity, the controlling interest in Purchaser may not sell tion of Seller which consent shall not be unreasonably withheld or delayed by Seller (check one). C. ESCROWS. In addition to the monthly payments of principal and interest.	A. LATE PAYMENT FEE. If any payment is not received by Seller within fifteen (15) days of the date when due, amount of the delinquent payment. B. TRANSFER RESTRICTIONS B. TRANSFER RESTRICTIONS B.	The terms and conditions contained in the Addendum shall supersede any conflicting provisions contained in this Contract. Only those provisions checked in the "Yes" column below shall be included in and be a part of this Addendum.	August 11, 2006 A. Thiesse and Alvina M. Thiesse, his wife, ty of Brainerd, a municipal corporation	CONTRACT FOR DEED ADDENDUM Form No. 56-M Minnesota Uniform (Top 3 Inches Reserved for Recording Data) Conveyancing Plants (Conveyancing Plants)